

REMARKS

I. Status Of The Claims

Claims 1-122 are pending in this application.

Claims 1-6, 28-36, 50-54, 71-79, 90-94, and 111-118 are rejected under 35 U.S.C. 102 as being anticipated by Baker (U.S. Patent No. 5,812,666).

Claims 7-13, 55-58, and 98 are rejected under 35 U.S.C. 102 as being anticipated by Matyas (U.S. Patent No. 5,265,164).

Claims 14-22, 59-66, and 99-105 are rejected under 35 U.S.C. 102 as being anticipated by Dorak (U.S. Patent No. 6,389,403).

Claims 23-27, 66-70, and 106-110 are rejected under 35 U.S.C. 102 as being anticipated by Oshima (U.S. Patent No. 6,266,299).

Claims 37-39, 80, 81, and 119 are rejected under 35 U.S.C. 102 as being anticipated by Reed (U.S. Patent No. 5,862,532).

Claims 40-46 and 83-86 are rejected under 35 U.S.C. 102 as being anticipated by Shear (U.S. Patent No. 6,112,181).

Claims 47, 87-89, and 120-122 are rejected under 35 U.S.C. 102 as being anticipated by Bisbee (U.S. Patent No. 5,748,738).

With this response, claims 26, 27, 30-46, 69, 70, 73-86, 109, 110, and 113-119 are canceled without prejudice or disclaimer, and claims 47, 87, and 120 are amended. No new matter has been added.

Claims 1, 2, 5, 7, 11, 14, 19, 23, 28, 30, 37, 40, 42, 47, 50, 51, 53, 55, 57, 59, 62, 66, 71, 73, 77, 80, 83, 87, 90, 91, 93, 99, 102, 106, 111, 113, 117, and 120 are independent.

II. Claim Rejections

The Office Action rejects independent claims 1, 2, 5, 28, 50, 51, 53, 71, 90, 91, 93, and 111 under 35 U.S.C. 102 as being anticipated by Baker.

However, Applicants respectfully submit that Baker fails, for example, to disclose, teach, or suggest:

“... encrypting the content with a content key; [and]
encrypting the content key with a domain key ...”

as set forth in each of claims 1, 2, 50, and 51 (emphasis added), and as similarly set forth in each of claims 90 and 91.

The Office Action contends that such is taught among column 2 lines 30-60, column 5 lines 37-54, column 6 lines 33-45, column 10 lines 47-67, column 11 lines 1-4 and 48-63, column 8 lines 19-40, column 14 lines 28-56, column 15 lines 12-27, column 17 lines 37-63, and column 18 lines 13-19 of Baker, and further taught by the Abstract of Baker.

However, Applicants respectfully submit that Baker fails to so teach.

For example, the Abstract of Baker merely discusses, for instance that:

“[t]he Key Management System installs the master keys in the transaction evidencing device and validates the tokens. The secure boxes include a key generation box for generating, encrypting and signing a master key; a key installation box for receiving, verifying and decrypting the signed master key and for installing the master key into the transaction evidencing device; a key verification box for verifying the installation of the master key in the transaction evidencing device, a token verification box for verifying the tokens, and at least one manufacturing box for generating domain keys and distributing the domain keys among the secure boxes for each of the domains”
(see Abstract of Baker lines 18-29).

As another example, Baker fails to disclose, teach, or suggest:

“... receiving a usage state record associated with the content;

receiving a domain traversal flag associated with the content;
encrypting the content with a content key;
encrypting the content key with a device key if the usage state record indicates that usage is not unrestricted; [and]
encrypting the content key with a domain key if the domain traversal flag indicates that domain traversal is forbidden ...”

as set forth in each of claims 5 and 53 (emphasis added) and as similarly set forth in claim 93, or:

“... decrypting an encrypted content key with a domain key;
[and]
decrypting an associated piece of content with the decrypted content key ...”

as set forth in each of claims 28 and 71 (emphasis added), and as similarly set forth in claim 111.

The Office Action contends that such is taught among column 2 lines 30-60, column 5 lines 37-54, column 6 lines 33-45, column 10 lines 47-67, column 11 lines 1-4 and 48-63, column 8 lines 19-40, column 14 lines 28-56, column 15 lines 12-27, column 17 lines 37-63, and column 18 lines 13-19 of Baker. However, Applicants respectfully submit that they find no such disclosure, teaching, or suggestion.

The Office Action rejects independent claims 7, 11, 55, and 57 under 35 U.S.C. 102 as being anticipated by Matyas.

However, Applicants respectfully submit that Matyas apparently fails to disclose, teach, or suggest all aspects of these claims.

For example, Matyas apparently fails to disclose, teach, or suggest:

“... transmitting encrypted content and a voucher associated with said encrypted content from a first device in the authorized domain to a second device in the authorized domain; ... [and]
at the first device rendering any vouchers associated with said encrypted content unusable”

as set forth in each of claims 7 and 55 (emphasis added), or:

“... the voucher including an encrypted content key, a usage state record and a domain traversal flag;
if the usage state record allows moving,
decrypting the encrypted content key with a
device key; and
encrypting the decrypted content key with the
public key of the target device; ... [and]
at the first device rendering any vouchers
associated with the content unusable”

as set forth in claim 11 (emphasis added), and as similarly set forth in claim 57.

The Office Action contends that such is taught among column 11 lines 38-67, column 12 line 1, column 18 lines 22-60, and column 37 lines 14-50 of Matyas. However, Matyas appears to provide no such disclosure, teaching, or suggestion.

The Office Action rejects independent claims 14, 19, 59, 62, 66, 99, and 102 under 35 U.S.C. 102 as being anticipated by Dorak.

However, Applicants respectfully submit that Dorak apparently fails to disclose, teach, or suggest all aspects of these claims.

For example, Dorak apparently fails to disclose, teach, or suggest:

“... decrypting the encrypted content key with a device key;
re-encrypting the decrypted content key with a public key of the target device;
updating the usage state record ; and
storing the re-encrypted content key and the updated usage state record in a re-targeted voucher; and
sending the encrypted content and the re-targeted voucher to the target device”

as set forth in claims 14 and 59 (emphasis added), and as similarly set forth in claim 99.

As another example, Dorak apparently fails to disclose, teach, or suggest:

“... if the usage state record or a domain traversal flag in said voucher indicates that inter-domain copying is allowed,
decrypting the encrypted content key with a
device key;
re-encrypting the decrypted content key with a
public key from the target device;

updating the usage state;
storing the updated usage state and the re-
encrypted content key in a re-targeted voucher; and
transmitting encrypted content and the re-
targeted voucher to the target device”

as set forth in each of claims 19 and 62 (emphasis added).

As a further example, Dorak apparently fails to disclose, teach, or suggest:

“... encrypting the content with a content key if the content
is watermarked”

as set forth in claim 66 (emphasis added).

As yet another example, Dorak apparently fails to disclose, teach, or suggest

“[a]n apparatus capable of copying protected content to a
target device in a second authorized domain comprising:
... means for decrypting the encrypted content key with a
device key;
means for re-encrypting the decrypted content key with
a public key from the target device;
means for updating the usage state;
means for storing the updated usage state and the re-
encrypted content key in a re-targeted voucher; and
means for transmitting encrypted content and the re-
targeted voucher to the target device”

as set forth in claim 102 (emphasis added).

The Office Action apparently contends that such is taught among column 9 lines 11-67, column 10 lines 1-20, column 9 lines 17-40, column 8 lines 18-31, and column 12 lines 38-52 of Dorak. However, Dorak appears to provide no such disclosure, teaching, or suggestion.

The Office Action rejects independent claims 23, 66, and 106 under 35 U.S.C. 102 as being anticipated by Oshima.

However, Applicants respectfully submit that Oshima fails to disclose, teach, or suggest all aspects of these claims.

For example, Oshima fails to disclose, teach, or suggest:

“... encrypting the content with a content key if the content is watermarked”

as set forth in each of claims 23, 66, and 106 (emphasis added).

The Office Action contends that such is taught among column 8 lines 15-58, column 25 lines 44-67, column 26 lines 1-16, column 37 lines 61-67, and column 38 line 1 of Oshima. However, Applicants respectfully submit that they find no such disclosure, teaching, or suggestion.

The Office Action rejects independent claims 47, 87, and 120 under 35 U.S.C. 102 as being anticipated by Bisbee.

However, Applicants respectfully submit that Bisbee fails to disclose, teach, or suggest all aspects of these claims, at least as amended herewith.

For example, Bisbee fails to disclose, teach, or suggest:

“... decrypting an encrypted hash value stored in the voucher with a public key of the second device;
... wherein the voucher contains a usage state record and a domain traversal flag”

as set forth in each of claims 47, 87, and 120 as amended herewith (emphasis added).

In view of at least the foregoing, Applicants respectfully submit that claims 1, 2, 5, 7, 11, 14, 19, 23, 28, 47, 50, 51, 53, 55, 57, 59, 62, 66, 71, 87, 90, 91, 93, 99, 102, 106, 111, and 120 at least with the amendments herewith, as well as those claims that depend therefrom, are in condition for allowance.

III. Dependent Claims

Applicants do not believe it is necessary at this time to further address the rejections of the dependent claims as Applicants believe that the foregoing places the independent claims in condition for allowance. Applicants, however, reserve the right to further

address those rejections in the future should such a response be deemed necessary and appropriate.

IV. Conclusion

Applicants respectfully submit that this Application is in condition for allowance for which action is earnestly solicited.

If a telephone conference would facilitate prosecution of this Application in any way, the Examiner is invited to contact the undersigned at the number provided.

V. Authorization

The Commissioner is hereby authorized to charge any fees which may be required for this response, or credit any overpayment to Deposit Account No. 13-4500, Order No. 4208-4040. **A DUPLICATE OF THIS DOCUMENT IS ATTACHED.**

Furthermore, in the event that an extension of time is required, the Commissioner is requested to grant a petition for that extension of time which is required to make this response timely and is hereby authorized to charge any fee for such an extension of time or credit any overpayment for an extension of time to the above-noted Deposit Account and Order No.

Respectfully submitted,


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